

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES**

**CONTRACT FOR TRAINING SERVICES**

**INSPIRED ELEARNING, LLC**

**1. Introduction**

**A. Parties**

This Contract for Training Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Inspired eLearning, LLC (“Vendor”), with its principal place of business at 613 N.W. Loop, Suite 530, San Antonio, Texas 78216.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-397, on January 24, 2017, for Technology Based and Instructor Led Training. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-397 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Training Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Service Agreement; and Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-397, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-397, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

**3. Training Service Offerings**

Training services available under this Contract are limited to Training Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their training services offering; however, any changes must be within the scope of the RFO and training services

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awarded based on the posting described in Section 1.B above. Vendor may not add training services which were not included in the Vendor's response to the solicitation described in Section 1.B above.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

**5. DIR Administrative Fee**

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly Parker, CTPM, CTCM  
Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Mr. Scott Cooper  
Inspired eLearning, LLC  
613 N.W. Loop  
Suite 530  
San Antonio, Texas 78216  
Phone: (210) 801-8955  
Facsimile: (866) 351-0013  
Email: [scott.cooper@inspiredelearning.com](mailto:scott.cooper@inspiredelearning.com)

**7. Service Agreement**

A) Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**B) Conflicting or Additional Terms**

In the event that conflicting or additional terms in Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

**8. Authorized Exceptions to Agreement, including this Contract and any Appendices, Terms and Conditions.**

**A. Appendix A, Section 5. Intellectual Property Matters, A. Definitions, 1.** is hereby restated in its entirety as follows:

**A. Definitions**

1. Inspired eLearning Courses and Courseware are not Work Product hereunder.

**B. Appendix A, Section 5. Intellectual Property Matters, A. Definitions, 5.** is hereby restated in its entirety as follows:

**A. Definitions**

5. It is understood that all Courseware utilized by Inspired eLearning and provided to DIR hereunder remain Vendor IP.

**C. Appendix A, Section 5. Intellectual Property Matters, B. Ownership,** is hereby restated in its entirety as follows:

**B. Ownership**

Inspired eLearning transfers no ownership rights in Courseware.

**D. Appendix A, Section 5. Intellectual Property Matters, K. License to Customer,** is hereby restated in its entirety as follows:

**K. License to Customer**

Inspired eLearning transfers a limited term license to access and use Courseware only.

**E. Appendix A, Section 10. Vendor Responsibilities, A. Indemnification, 2) Acts or Omissions** is hereby restated in its entirety as follows:

**2) Acts or Omissions**

Inspired eLearning (leL) will indemnify Customer only for leL's negligent acts and omissions or for willful misconduct, Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE

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CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**F. Appendix A, Section 10. Vendor Responsibilities, L. Required Insurance Coverage, first paragraph** is hereby restated in its entirety as follows:

**L. Required Insurance Coverage**

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed, in the State of Texas, and authorized to provide the corresponding coverage.. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

**G. Appendix A, Section 11. Contract Enforcement, B. Termination, 3) Termination for Convenience** is hereby deleted in its entirety.

**(Balance of this page intentionally left blank.)**

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This Contract is executed to be effective as of the date of last signature.

**INSPIRED ELEARNING, LLC**

**Authorized By:** Signature on File

**Name:** Israel Varela

**Title:** Head of Sales

**Date:** 6/27/2017

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 7/14/2017

**Office of**  
**General Counsel:** DB 7/13/2017